

# **Exhibit Z**

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CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA

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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

TELESO SATELE and CARLOTA  
ONOFRE, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

Case No. :  
SACV14-00485 CBM (DFMx)

**CLASS ACTION**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Teleso Satele and Carlota Onofre, individually and as class  
2 representatives on behalf of all similarly situated persons and the general public,  
3 brings this action against Defendant General Motors LLC (“Defendant” or “GM”)  
4 and alleges as follows:

5  
6 **I. INTRODUCTION**

7 1. This case involves an egregious and unprecedented failure to disclose  
8 and to conceal known dangerous safety defects in millions of GM vehicles.

9 2. An auto manufacturer should never make profits more important than  
10 safety and should never conceal defects that exist in its vehicles from consumers or  
11 the public. GM’s Vehicle Safety Chief, Jeff Boyer has stated that: “Nothing is more  
12 important than the safety of our customers in the vehicles they drive.” Yet, GM  
13 failed to live up to this commitment.  
14

15 3. The first priority of a car manufacturer should be to ensure that its  
16 vehicles are safe, and particularly that its vehicles have operable ignition systems,  
17 airbags, seat belts, power-steering, power brakes and other safety features that can  
18 prevent or minimize the threat of death or serious bodily harm in a collision. In  
19 addition, a car manufacturer must take all reasonable steps to ensure that, once a  
20 vehicle is running, it operates safely, and its safety critical systems (such as engine  
21 control, braking and airbag systems) work properly until such time as the driver  
22 shuts the vehicle down. Moreover, a manufacturer that is aware of dangerous design  
23 defects that cause its vehicles to shut down during operation or its airbags not to  
24 deploy must promptly disclose and remedy such defects.  
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1           4. Since 2002, GM has sold millions of vehicles throughout the United  
2 States and worldwide that have a safety defect in which the vehicle's ignition switch  
3 can unintentionally move from the "run" position to the "accessory" or "off" position  
4 resulting in a loss of power, loss of vehicle speed control, loss of braking, and non-  
5 deployment of the vehicle's airbags.

6  
7           5. GM began installing these ignition switch systems in models from 2003  
8 through at least 2011 and possibly later. GM promised that these new systems would  
9 operate safely and reliably. This promise turned out to be false in several material  
10 respects. In reality, GM concealed and did not fix a serious quality and safety  
11 problem plaguing its vehicles.

12  
13           6. Worse yet, the defects in GM's vehicle could have been easily avoided.

14           7. From 2004 to the present, GM received reports of crashes and injuries  
15 that put GM on notice of the serious safety issues presented by its ignition switch  
16 system. GM knew about the problems before the subject vehicles were even sold.

17           8. Yet, despite the dangerous nature of this defect and its effects on safety  
18 critical systems, GM concealed its existence and failed to repair the problem.

19  
20           9. Despite notice of the defect in its vehicles, GM did not disclose to  
21 consumers that its vehicles – which GM for years had advertised as "safe" and  
22 "reliable" – were in fact not as safe or reliable.

23           10. GM's CEO, Mary Barra has admitted that: **"Something went wrong**  
24 **with our process in this instance, and terrible things happened,"** in a video  
25 message. Terrible things happened because GM lost its way. It cut corners and  
26 avoided addressing safety defects in its vehicles because its sole focus was on cutting  
27 costs, avoiding damage to its reputation, and maximizing profit.  
28

1           11. This case arises from GM's breach of its obligations and duties,  
2 including GM's failure to disclose that, as a result of defective ignition switch  
3 design, millions of GM vehicles had the propensity to shut down during normal  
4 driving conditions and created an extreme and unreasonable risk of accident, serious  
5 bodily harm, and death.

6  
7           12. GM's predecessor, General Motors Corporation ("Old GM") also  
8 violated these rules by designing and marketing vehicles with defective ignition  
9 switches, and then by failing to disclose that defect even after it became aware that  
10 the ignition switch defect was causing fatal accidents. In addition to the liability  
11 arising out of the statutory obligations assumed by GM, GM also has successor  
12 liability for the deceptive and unfair acts and omissions of Old GM because GM has  
13 continued the business enterprise of Old GM with full knowledge of the ignition  
14 switch defects.

15  
16           13. The defective ignition switches were manufactured by Delphi  
17 Automotive PLC ("Delphi"). Once a subsidiary of Old GM, Delphi spun-off from  
18 Old GM in 1999, and was an independent publicly held corporation.

19  
20           14. Plaintiffs allege based on information and belief that Delphi knew that  
21 its ignition switches were defective, but nevertheless continued to manufacture and  
22 sell the defective ignition switch systems which it knew would be used in the  
23 vehicles of Plaintiffs and the Class.

24           15. Plaintiffs bring this class action on behalf of all persons in the United  
25 States who own or lease one or more of the following GM vehicles: all model years  
26 of the Chevrolet Cobalt, Chevrolet HHR, Saturn Ion, Saturn Sky, Pontiac G5 and  
27 Pontiac Solstice made from 2003-2011 (together the "Defective Vehicles").  
28

1           16. Plaintiffs believe that there may be other GM vehicles which suffer  
2 from the same or substantially similar safety defects relating to the airbag and  
3 ignition switch defects as the Defective Vehicles identified above. Accordingly,  
4 Plaintiffs will supplement the list of Defective Vehicles to include additional GM  
5 vehicles that have defective ignition switches, which result in a loss of vehicle speed  
6 control, loss of braking control, and seat belt pretensioner problems and airbag non-  
7 deployment  
8

9           17. Plaintiffs also bring this action on behalf of a subclass of all California  
10 residents who own or lease one or more Defective Vehicles.

11           18. The Defective Vehicles are defective and dangerous for multiple  
12 reasons, including the following (collectively the “ignition switch defects”):  
13

14           a. The ignition switches can inadvertently shut off the engine and  
15 vehicle electrical system during normal driving conditions;

16           b. When the engine and the electrical system shut down, the power  
17 steering and power brakes also shut down, creating a serious risk of accident;

18           c. When the electrical system shuts down, the vehicle’s air bags are  
19 and seat belt pretensioners are disabled, creating a serious risk of serious bodily harm  
20 or death if an accident occurs.  
21

22           19. The ignition switch defects make the Defective Vehicles unreasonably  
23 dangerous and unsafe. Because of the defects, the Defective Vehicles are likely to  
24 be involved in accidents, and, accidents occur, there is an unreasonable and extreme  
25 risk of serious bodily harm or death to the vehicle’s occupants.  
26

27           20. GM admits to at least twelve (12) deaths as a result of the ignition  
28 switch defects, but the actual number is believed to be much higher.

1           21. The ignition switch defects present a significant and unreasonable safety  
2 risk exposing Defective Vehicle owners and their passengers to a risk of serious  
3 injury or death.

4           22. For many years, GM has known of the ignition switch defects that exist  
5 in millions of Defective Vehicles sold in the United States. But, to protect its profits  
6 and maximize sales, GM concealed the defects and their tragic consequences and  
7 allowed unsuspecting vehicle owners to continue driving highly dangerous vehicles.

8           23. Under the Transportation Recall Enhancement, Accountability and  
9 Documentation Act (“TREAD Act”),<sup>1</sup> and its accompanying regulations, when a  
10 manufacturer learns that a vehicle contains a safety defect, the manufacturer must  
11 promptly disclose the defects the defects.<sup>2</sup> If it is determined that the vehicle is  
12 defective, the manufacturer must notify vehicle owners, purchasers and dealers of the  
13 defect and must remedy the defect.<sup>3</sup>

14           24. In addition to the TREAD Act and other laws, GM violated the  
15 Michigan Consumer Protection Act (“MCPA”) and fraudulently concealed the  
16 deadly ignition switch defects to consumers, owners and lessors of the Defective  
17 Vehicles. GM also violated the TREAD Act by failing to timely inform NHTSA of  
18 the ignition switch defects and allowed cars to remain on the road with these defects.  
19 GM’s violations of the TREAD Act also constitute violations of California’s Unfair  
20 Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq., and California’s  
21 Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750 et seq.

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<sup>1</sup> 49 U.S.C. §§ 30101-30170.

<sup>2</sup> 49 U.S.C. § 30118(c)(1), (2).

<sup>3</sup> 49 U.S.C. § 30118(b)(2)(A), (B).



25. Plaintiffs and the Class have been damaged by GM's misrepresentations, concealment and non-disclosure of the ignition switch defects in the Defective Vehicles, as they are now holding highly dangerous vehicles whose value has greatly diminished because of GM's failure to timely disclose the serious defect.

26. Plaintiffs and the Class have also been harmed and damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.

27. Plaintiffs and the Class paid more for the Defective Vehicles than they would have had they known of the ignition defects—if they would have even purchased the Defective Vehicles at all.

## II. JURISDICTION AND VENUE

28. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000, and Plaintiffs and other Class members are citizens of a different state than Defendant.

29. This Court has personal jurisdiction over Plaintiffs because Plaintiffs submits to the Court's jurisdiction. This Court has personal jurisdiction over GM because GM conducts substantial business in this District, and some of the actions giving rise to the complaint took place in this District.



30. Venue is proper in this District under 28 U.S.C. § 1391 because GM, as a corporation, is deemed to reside in any judicial district in which it is subject to personal jurisdiction. Additionally, GM transacts business within the District, and some of the events establishing the claims arose in this District. Venue is also proper in this Court because Plaintiffs reside within this judicial district and Plaintiff Onofre resides within the Southern Division of the Central District of California.

### III. PARTIES

31. Plaintiff and Class Representative Carlota Onofre is a resident of Irvine, California. Plaintiff and Class Representative Teleso Satele is a resident of Torrance, California. Plaintiff Onofre owns a 2006 Chevy Cobalt vehicle. Plaintiff Satele is also an owner of a 2006 Chevy Cobalt vehicle. Plaintiffs have standing assert the claims alleged herein and have been harmed as a result of Defendants' conduct. Plaintiffs chose Chevy Cobalt in part because they wanted a safely designed and manufactured vehicle. Plaintiffs saw advertisements for Old GM vehicles before they purchased the Cobalts, and, although they do not recall the details of many of the advertisements, they do recall that safety and quality were consistent themes across the advertisements that they saw. These representations about safety and quality influenced Plaintiffs' decision to purchase the Cobalts. Plaintiffs did not learn of the ignition switch defects until about March 2014. Had GM disclosed and not concealed the ignition switch defects, Plaintiffs would not have purchased their Cobalt vehicles, or would have paid less than they did, and would not have retained the vehicle.

32. Defendant General Motors LLC (“GM”) is a Delaware corporation with its principal place of business located at 300 Renaissance Center, Detroit, Michigan.

1 GM was incorporated in 2009 and on July 10, 2009 acquired substantially all assets  
2 and assumed certain liabilities of General Motors Corporation (“Old GM.”) through  
3 a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

4  
5 33. Among the liabilities and obligations expressly retained by GM after the  
6 bankruptcy are the following:

7 From and after the Closing, Purchaser [GM] shall comply with the  
8 certification, reporting and recall requirements of the National Traffic  
9 and Motor Vehicle Act, the Transportation Recall Enhancement,  
10 Accountability and Documentation Act, the Clean Air Act, the  
11 California Health and Safety Code, and similar laws, in each case, to the  
12 extent applicable in respect of vehicles and vehicle parts manufactured  
13 or distributed by [Old GM].

14 34. GM also expressly assumed:

15 [A]ll Liabilities arising under express written warranties of [Old GM]  
16 that are specifically identified as warranties and delivered in connection  
17 with the sale of new, certified used or pre-owned vehicles or new or  
18 remanufactured motor vehicle parts and equipment (including service  
19 parts, accessories, engines and transmissions) manufactured or sold by  
20 [Old GM] or Purchaser prior to or after the Closing and (B) all  
21 obligations under Lemon Laws.

22 35. Because GM acquired and operated Old GM and ran it as a continuing  
23 business enterprise, and because GM was aware from its inception of the ignition  
24 switch defects in the Defective Vehicles, GM is liable through successor liability for  
25 the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

#### 26 IV. FACTUAL ALLEGATIONS

##### 27 A. The Ignition Switch Defects in the Defective Vehicles

28 36. Given the importance that a vehicle and its electrical operating systems  
remain operational during ordinary driving conditions, it is imperative that a vehicle  
manufacturer ensure that its vehicles remain operational from the time the driver

1 starts the vehicle until the driver intentionally shuts down the vehicle. With respect  
2 to the Defective Vehicles, GM has failed to do so.

3 37. In the Defective Vehicles, the ignition switch defects can cause the  
4 vehicle's engine and electrical system to shut off, disabling the power steering and  
5 power brakes and causing the non-deployment of the vehicle's air bags in the event  
6 of a crash.  
7

8 38. The Defective Vehicles are therefore unreasonably prone to be involved  
9 in accidents and those accidents are unreasonably likely to result in serious bodily  
10 harm or death to the drivers and passengers of the Defective Vehicles, as well as to  
11 other vehicle operators and pedestrians.  
12

13 **B. GM knew of the ignition switch defects for years, but concealed the**  
14 **defects from Plaintiff and the Class**

15 39. Alarminglly, both Old GM and GM knew of the deadly ignition switch  
16 defects and their dangerous consequences for many years, but concealed their  
17 knowledge from Defective Vehicle owners.

18 40. For example, on July 29, 2005, Amber Marie Rose, age 16, died after  
19 her 2005 Chevrolet Cobalt crashed and the air bag failed to deploy. Ms. Rose's  
20 death was the first of the hundreds deaths and injuries attributable to the ignition  
21 switch defects. Ms. Rose's death was an early warning in what would become a  
22 decade-long failure by Old GM and GM to address the ignition switch problem.  
23

24 41. Another incident involved sixteen year-old Megan Phillips. Ms.  
25 Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006,  
26 killing two of her teenage friends when the car left the road and hit a clump of trees.  
27 NHTSA investigators found that the key had moved from the "run" to the  
28

1 “accessory” position, turning off the engine and disabling the vehicle’s airbags  
2 before impact. According to Ms. Phillips, the families of her deceased friends  
3 blamed her and refused to speak with her; only after the recall was finally  
4 announced, they began communicating. As she stated, “I don’t understand why they  
5 would wait 10 years to say something. And I want to understand it but I never  
6 will.”<sup>4</sup>  
7

8 42. Rather than publicly admitting the dangerous safety defects in its  
9 vehicles, GM attempted to attribute these and other incidents to “driver error.”  
10 Every year from 2005 to 2012, first Old GM and then GM received reports of deaths  
11 in Cobalts involving steering and/or airbag failures, including:  
12

- 13 • 2005: 26 Cobalt Death and Injury Incidents, including 1 death  
14 citing Airbag as component involved.
- 15 • 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths  
16 citing Airbag as component involved and 4 deaths citing  
17 Unknown component.
- 18 • 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths  
19 citing Airbag as component involved.
- 20 • 2008: 106 Cobalt Death and Injury Incidents, including 1 death  
21 citing Airbag as component involved and 2 deaths citing  
22 Unknown component.
- 23 • 2009: 133 Cobalt Death and Injury Incidents, including 1 death  
24 citing Airbag as component involved, 1 death citing Service  
25 Brake as component involved, 1 death citing Steering as  
26 component involved, and 2 deaths citing Unknown component.

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28 <sup>4</sup> “*Owners of Recalled GM Cars Feel Angry, Vindicated*,” Reuters (Mar. 17, 2014).

- 1 • 2010: 400 Cobalt Death and Injury Incidents, including 2 deaths  
2 citing Airbag as component involved, 12 deaths citing steering as  
3 component involved, and 1 death citing Unknown component.
- 4 • 2011: 187 Cobalt Death and Injury Incidents, including 2 deaths  
5 citing Airbag as component involved, 2 deaths citing Steering as  
6 component involved, and 1 Unknown component.
- 7 • 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths  
8 citing Airbag as component involved, and 4 deaths citing Steering  
9 as component involved.

10 43. GM now admits that Old GM learned of the ignition switch defects as  
11 early as 2001. During the pre-production development of the Saturn Ion, Old GM  
12 engineers learned that the ignition could inadvertently move from the “Run” position  
13 to the “Accessory” or “Off” position. Old GM claimed that a switch design change  
14 “had resolved the problem.”<sup>5</sup>

15 44. In 2003, an internal report documented an instance in which the service  
16 technician observed a stall while driving. The service technician noted that the  
17 weight of several keys on the key ring had worn out the ignition switch. It was  
18 replaced and the matter was closed.<sup>6</sup>

19 45. According to GM’s latest chronology submitted to NHTSA pursuant to  
20 49 CFR § 573.6, Old GM engineers encountered the problem again in 2004 during  
21 test drives of the Chevy Cobalt, before it went to market.

22 46. Old GM opened an engineering inquiry, known as a “Problem  
23 Resolution Tracking System inquiry” (“PRTS”), to investigate the issue. According  
24

25  
26  
27 <sup>5</sup> “G.M. Reveals It Was Told of Ignition Defect in ’01,” D. Ivory, New York Times  
(Mar. 12, 2014).

28 <sup>6</sup> *Id.*

1 to the chronology provided to NHTSA by GM, engineers pinpointed the problem and  
2 were “able to replicate this phenomenon during test drives.”

3 47. According to GM, the PRTS engineers “believed that low key cylinder  
4 torque effort was an issue and considered a number of potential solutions.” But  
5 after considering cost and the amount of time it would take to develop a fix, Old GM  
6 did nothing.

8 48. As soon the 2005 Cobalt hit the market, Old GM almost immediately  
9 started getting complaints about sudden loss of power incidents, “including instances  
10 in which the key moved out of the ‘run’ position when a driver inadvertently  
11 contacted the key or steering column.”<sup>7</sup> Old GM opened additional PRTS inquiries.

13 49. In another PRTS opened in May 2005, Old GM engineers again  
14 assessed the problem and proposed that GM re-design the key head from a “slotted”  
15 to a “hole” configuration. After initially approving the proposed fix, Old GM  
16 reversed course and again declined to implement a fix.<sup>8</sup>

17 50. Instead, in October 2005, Old GM simply issued a Technical Service  
18 Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent  
19 turning of the key cylinder was causing the loss of the car’s electrical system.

21 51. Rather than disclosing the true nature of the defects and correcting  
22 them, under the TSB, Old GM gave customers who brought in their vehicle  
23 complaining about the issue “an insert for the key ring so that it goes from a ‘slot’  
24 design to a hole design” to prevent the key ring from moving up and down in the  
25

26  
27 <sup>7</sup> March 11, 2014 Chronology Re: Recall of 2006 Chevron HHR and Pontiac  
Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

28 <sup>8</sup> *Id.*

1 slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was  
2 supposedly able to keep the keys from hanging as low as they did in the past.<sup>9</sup>  
3 According to GM’s records, Old GM dealers provided key inserts to 474 customers  
4 who brought their vehicles into dealers for service.<sup>10</sup>  
5

6 52. Yet there was no recall. And, not surprisingly, Old GM continued to  
7 get complaints.

8 53. In 2006, Old GM approved a design change for the Cobalt’s ignition  
9 switch supplied by Delphi. The new design included “the use of a new detent  
10 plunger and spring that increased torque force in the ignition switch.” But the new  
11 design was not produced until the 2007 model year.<sup>11</sup>  
12

13 54. In 2007, NHTSA investigators met with Old GM to discuss its air bags,  
14 and informed Old GM of the July 2005 frontal and fatal crash involving Amber  
15 Marie Rose.

16 55. As alleged above, the airbags in Ms. Rose’s 2005 Cobalt did not deploy.  
17 Data retrieved from her vehicle’s diagnostic system indicated that the ignition was in  
18 the “accessory” position. Old GM investigated and tracked similar incidents.  
19

20 56. By the end of 2007, by GM’s own admission, Old GM knew of 10  
21 frontal collisions in which the airbag did not deploy.<sup>12</sup> Plaintiff allege that Old GM  
22 actually knew of many other similar incidents involving the ignition switch defects.

23 57. For the next six years, GM continued to get complaints and continued to  
24 investigate frontal crashes in which the airbags did not deploy.  
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26 <sup>9</sup> *Id.* at 1-2.

27 <sup>10</sup> *Id.* at 3.

28 <sup>11</sup> *Id.* at 2.

<sup>12</sup> Feb. 24, 2014 Attachment B-573.6(c)(6) at 2.



1           58. However, according to GM, it was not until 2011 and 2012 that GM's  
2 examinations of switches from vehicles that had experienced crashes revealed  
3 significant design differences in the torque performance of ignition switches from the  
4 2005 Cobalts and those from the 2010 model year, the last year of the Cobalt's  
5 production.

6  
7           59. GM responded by blaming the supplier for instituting those changes in  
8 the switch design.<sup>13</sup>

9           60. In 2014, after numerous assessments and facing increasing scrutiny of  
10 its conduct and the defects in its vehicles, GM finally announced a recall for the  
11 Cobalt and G5 vehicles.<sup>14</sup>

12  
13           **C. GM waited until 2014 to finally orders a recall of the Defective**  
14           **Vehicles.**

15           61. After analysis by GM's Field Performance Review Committee and the  
16 Executive Action Decision Committee ("EFADC"), the EFADC finally ordered a  
17 recall of *some* of the Defective Vehicles on January 31, 2014.

18           62. Initially, GM's EFADC ordered a recall of only the Chevrolet Cobalt  
19 and Pontiac G5 for model years 2005-2007.

20           63. After additional analysis, the EFADC expanded the recall on February  
21 24, 2014 to include the Chevrolet HHR and Pontiac Solstice for model years 2006  
22 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky for model  
23 year 2007. Later, at the end of March 2014, the recall was belatedly expanded to  
24 include an additional million vehicles.  
25  
26

27 <sup>13</sup> *Id.* at 3-4.

28 <sup>14</sup> *Id.* at 4-5.

1           64. GM provided dealers with notice of the recall on February 26, 2014, and  
2 March 4, 2014, and mailed letters to current owners on March 10 and March 11,  
3 2014.

4           65. According to GM, “the dealers are to replace the ignition switch,”<sup>15</sup>  
5 presumably with one with sufficient torque to prevent the inadvertent shut down of  
6 the ignition, power steering, power brakes, and airbags.

7  
8           66. In a video message addressed to GM employees on March 17, 2014,  
9 CEO Mary Barra admitted that the Company had made mistakes and need to change  
10 its processes.

11           67. According to Ms. Barra, “Something went terribly wrong in our  
12 processes in this instance, and terrible things happened.” Barra continued to promise  
13 that “We will be better because of this tragic situation if we seize this opportunity.”<sup>16</sup>  
14

15           68. GM now faces an investigation by NHTSA, hearings in both the U.S.  
16 House and Senate, and a probe by the Department of Justice.

17           69. While GM has now appointed a new Vehicle Safety Chief, on  
18 information and belief at least 2.6 million Defective Vehicles remain on the road to  
19 this day; and, on information and belief, other vehicles not yet acknowledged by GM  
20 also have the deadly ignition switch defects.  
21

22           **D. Old GM Promoted the Defective Vehicles as Safe and Reliable**

23           70. On information and belief, in marketing and advertising materials, Old  
24 GM consistently promoted the Defective Vehicles as safe and reliable.  
25

26  
27 <sup>15</sup> *Id.* at 6.

28 <sup>16</sup> “*Something Went “Very Wrong” at G.M., Chief Says.*” N.Y. Times (Mar. 18, 2014).

1           71. For example, one Cobalt add promise that “Side curtain airbags coupled  
2 with OnStar makes every journey the safest possible to assure that you and your  
3 occupants will stay safe at all times.”

4           72. An ad for the 2006 Solstice promises that the vehicle “[b]rings power  
5 and defines performance.”

6           73. A 2003 television spot for the Saturn vehicle closed with the tagline  
7 “Specifically engineered for whatever is next.” Another 2003 spot closed with the  
8 tagline “Saturn. People first.”

9           74. A 2001 print ad touting the launch of the Saturn focused on safety:  
10

11                   Need is where you begin. In cars, it’s about things like  
12 reliability, durability and, of course, safety. That’s where  
13 we started when developing our new line of cars. And it  
14 wasn’t until we were satisfied that we added things...

15           75. Old GM made these representations to boost vehicle sales and maximize  
16 profits while knowing that the ignition switches in the Defective Vehicles were  
17 defective.

18           76. Throughout the relevant period, Old GM possessed vastly superior  
19 knowledge and information to that of consumers – if not exclusive information –  
20 about the design and function of the ignition switches in the Defective Vehicles and  
21 the existence of the defects in those vehicles.

22           77. Old GM never informed consumers about the ignition switch defects.  
23

24           **E. The ignition switch defects have harmed Plaintiffs and the Class**

25           78. The ignition switch defects have caused damage to Plaintiffs and the  
26 Class.

1           79. A vehicle purchased, leased or retained with a serious safety defect is  
2 worth less than the equivalent vehicle leased, purchased or retained without the  
3 defect.

4           80. A vehicle purchased, leased or retained under the reasonable assumption  
5 that it is safe is worth more than a vehicle known to be subject to the unreasonable  
6 risk of catastrophic accident because of the ignition switch defects.

7           81. Purchasers and lessees paid more for the Defective Vehicles, through a  
8 higher purchase price or higher lease payments, than they would have had the  
9 ignition switch defects been disclosed. Plaintiffs and the Class overpaid for their  
10 Defective Vehicles. Because of the concealed ignition switch defects. Plaintiff did  
11 not receive the benefit of the bargain.

12           82. Plaintiffs and the Class are stuck with unsafe vehicles that are now  
13 worth less than they would have been but for GM's failure to disclose the ignition  
14 switch defects.

15           83. GM admits to at least twelve deaths resulting from accidents linked to  
16 the ignition switch defects in the Defective Vehicles. However, Plaintiffs believes  
17 that the actual number is much higher, and that there may have been hundreds of  
18 deaths and injuries attributable to the ignitions switch defects.

19           84. If Old GM or GM had timely disclosed the ignition switch defects as  
20 required by the MCPA, TREAD Act, UCL, CLRA and Song-Beverly Act, all Class  
21 members' vehicles would now be worth more than they would have been if GM had  
22 complied with its legal obligations.

## V. SUCCESSOR LIABILITY

85. As discussed above, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its non-disclosure of the ignition switch defects from the date of its formation on July 10, 2009.

86. GM also expressly assumed liability for Lemon Law claims in the Master Sale and Purchase Agreement of June 26, 2009, and this assumption of liability includes the Class' claims under the Song-Beverly Act, which is California's Lemon Law statute.

87. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, for the following reasons:

- GM admits that it was knew of the ignition system defects from the very date of its formation;
- GM has continued in the business of designing, manufacturing and marketing vehicles, including at least some of the same vehicles as Old GM;
- GM retained the bulk of the employees of Old GM;
- GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books and records of Old GM;
- GM acquired all goodwill and other intangible personal property of Old GM.

**VI. TOLLING OF THE STATUTES OF LIMITATION**

88. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the facts alleged herein. Plaintiffs and Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM and GM did not report information within their knowledge to federal authorities (NHTSA) or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defect and opted to conceal that information until shortly before this class action was filed.

89. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew—that the ignition switches were dangerously defective and warranted replacement with a properly designed and built ignition system.

90. Old GM and GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff and the Class the true character, quality and nature of the Defective Vehicles, that this defect is based on dangerous, inadequate and defective design and/or substandard materials, and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

91. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to the claims alleged herein have been tolled.

## VII. CLASS ALLEGATIONS

92. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiffs bring this action on behalf of themselves and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: all model years of the Chevrolet Cobalt, Chevrolet HHR, Saturn Ion, Saturn Sky, Pontiac G5 and Pontiac Solstice made from 2003-2011 (the “Defective Vehicles”). This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

93. Included within the Class is a subclass of California residents who own or lease Defective-Vehicles (the “California Subclass”).

94. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

95. The Defective Vehicles include at least the following models: all model years of the Chevrolet Cobalt, Chevrolet HHR, Saturn Ion, Saturn Sky, Pontiac G5 and Pontiac Solstice made from 2003-2011.



1           96. Plaintiffs are informed and believe that Old GM manufactured and sold  
2 to consumers at least 2.6 million of the Defective Vehicles nationwide and hundreds-  
3 of-thousands of Defective Vehicles in the State of California. Individual joinder of  
4 all Class or Subclass members is impracticable.

5  
6           97. The Class expressly disclaims any recovery for physical injury resulting  
7 from the ignition switch defects. But the increased risk of injury from the ignition  
8 switch defects serves as an independent justification for the relief sought by  
9 Plaintiffs and the Class.

10           98. The Class can be readily identified using registration records, sales  
11 records, production records, and other information kept by GM or third parties in the  
12 usual course of business and within their control.

13  
14           99. Questions of law and fact are common to the Class and the Subclass and  
15 predominate over questions affecting only individual members, including the  
16 following:

- 17           (a) Whether the Defective Vehicles suffer from ignition switch  
18 defects;  
19  
20           (b) Whether Old GM and GM concealed the defects;  
21  
22           (c) Whether Old GM and GM misrepresented that the Defective  
23 Vehicles were safe;  
24  
25           (d) Whether Old GM and GM engaged in fraudulent concealment;  
26  
27           (e) Whether Old GM and GM engaged in unfair, deceptive,  
28 unlawful and/or fraudulent acts or practices in trade or commerce  
by failing to disclose that the Defective Vehicles were designed,  
manufactured and sold with defective ignition switches;

- 1 (f) Whether the alleged conduct by GM violated laws as Plaintiffs  
2 allege;
- 3 (g) Whether Old GM's' and GM's unlawful, unfair and/or deceptive  
4 practices harmed Plaintiffs and the members of the Class
- 5 (h) Whether GM violated the Michigan Consumer Protection Act  
6 ("MCPA"), Mich. Comp. L. Ann. § 445.901 *et seq.* and, if so,  
7 what remedies are available for the Class under Mich. Comp. L.  
8 Ann. § 445.911.
- 9 (i) Whether GM violated California law, including the CLRA, Cal.  
10 Civ. Code §§ 1750, *et seq.*; and the UCL, Cal. Bus. & Prof. Code  
11 §§ 17200, *et seq.*, and if so, what remedies are available for the  
12 California Subclass;
- 13 (j) Whether Plaintiffs and the members of the Class are entitled to  
14 equitable and/or declaratory and injunctive relief; and
- 15 (k) Whether, and to what extent, GM has successor liability for the  
16 acts and omissions of Old GM.

17  
18  
19  
20 100. Plaintiffs' claims are typical of the claims of the Class members, and  
21 arise from the same course of conduct by GM and Old GM. The relief that Plaintiffs  
22 seek is typical of the relief sought for the absent Class members.

23 101. Plaintiffs will fairly and adequately represent and protect the interests of  
24 all absent Class members. Plaintiffs are represented by counsel competent and  
25 experienced in product liability, consumer protection, and class action litigation.  
26  
27  
28

1           102. A class action is superior to other available methods for the fair and  
2 efficient adjudication of this controversy, since joinder of all the individual Class  
3 members is impracticable. Because the damages suffered by each individual Class  
4 member may be relatively small, the expense and burden of individual litigation  
5 would make it very difficult or impossible for individual Class members to redress  
6 the wrongs done to each of them individually, and the burden imposed on the judicial  
7 system would be enormous.  
8

9           103. The prosecution of separate actions by the individual Class members  
10 would create a risk of inconsistent or varying adjudications for individual Class  
11 members, which would establish incompatible standards of conduct for GM. The  
12 conduct of this action as a class action presents far fewer management difficulties,  
13 conserves judicial resources and the parties' resources, and protects the rights of each  
14 Class member.  
15

16           104. Plaintiffs are not aware of any obstacles likely to be encountered in the  
17 management of this action that would preclude its maintenance as a class action.  
18 Plaintiff anticipates providing appropriate notice to be approved by the Court after  
19 discovery into the size and nature of the Class.  
20

## 21           **VIII. CAUSES OF ACTION**

### 22           **FIRST CAUSE OF ACTION**

#### 23           **VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT**

24           **(The MCPA, Mich. Comp. L. Ann. § 44901 *et seq.*)**

25           105. Plaintiffs and the Class incorporate by reference each preceding and  
26 paragraph as though fully set forth at length herein.  
27

28           106. This claim is brought on behalf of the nationwide Class.

1           107. Old GM, GM and Plaintiffs are each “persons” under Mich. Comp. L.  
2 Ann. § 445.902(d).

3           108. The sale of the Defective Vehicles to Plaintiffs and the Class occurred  
4 within “trade and commerce” within the meaning of Mich. Comp. L. Ann. §  
5 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the  
6 conduct of “trade and commerce” as defined in that statutory section.  
7

8           109. The MCPA makes unlawful any “unfair, unconscionable, or deceptive  
9 methods, acts or practices in the conduct of trade or commerce,” as more specifically  
10 defined in the MCPA. Mich. Comp. L. Ann. § 445.903 (1). GM has engaged in  
11 unfair, unconscionable, and deceptive methods, acts and practices violation of the  
12 MCPA, and also has successor liability for the unfair, unconscionable, and deceptive  
13 methods, acts and practices of Old GM as set forth above.  
14

15           110. Both Old GM and GM violated the MCPA by “[f]ailing to reveal a  
16 material fact, the omission of which tends to mislead or deceive the consumer, and  
17 which fact could not reasonably be known by the consumer.” Mich. Comp. L. Ann.  
18 § 445.903(s).  
19

20           111. As alleged above, both Companies knew of the safety ignition defect,  
21 while Plaintiffs and the Class were deceived by the Companies’ omission into  
22 believing the Defective Vehicles were safe, and the information could not have  
23 reasonably been known by the consumer until the February and March 2014 recalls.

24           112. Old GM also violated the MPA by “[m]aking a representation of fact or  
25 statement of fact material to the transaction such a person reasonably believes the  
26 represented or suggested state of affairs to be other than it actually is.” Mich. Comp.  
27 L. Ann. § 405.903(bb). For example, Old GM represented that the Defective  
28

1 Vehicles were safe such that reasonable people believed the represented or suggest  
2 state of affairs to be true; namely, that the Defective vehicles were safe.

3 113. Old GM also violated the MPA by “[f]ailing to reveal facts that are  
4 material to the transaction in light of representations of fact made in a positive  
5 manner.” Mich. Comp. L. Ann. § 405.903(cc). Old GM represented that the  
6 Defective Vehicles were safe, which made it even more incumbent on Old GM to  
7 reveal the material fact of the ignition switch defects.  
8

9 114. Old GM’s and GM’s acts and practices were unfair and unconscionable,  
10 because their acts and practices, including the manufacture and sale of vehicles with  
11 an ignition switch defect, and the Companies’ failure to adequately disclose the  
12 defect to NHTSA and the Class and timely implement a remedy, offend established  
13 public policy, and because the harm the Companies caused consumers greatly  
14 outweighs any benefits associated with those practices. The Companies’ conduct has  
15 also impaired competition within the automotive vehicles market and has prevented  
16 Plaintiff and the Class from making fully informed decisions about whether to lease,  
17 purchase and/or retain Defective Vehicles.  
18

19 115. While Old GM knew of the ignition switch defects by 2001, it  
20 continued to design, manufacture and market the Defective Vehicles until 2007.  
21

22 116. All the while, Old GM knew that the vehicles had an unreasonable  
23 propensity to shut down during ordinary driving conditions, leading to an  
24 unreasonable risk of serious bodily injury or death.  
25

26 117. Plaintiffs and the Class have suffered an injury, including the loss of  
27 money or property, as a result of GM’s unfair, unlawful and/or deceptive practices.  
28 Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers,

1 that its vehicles had a defective ignition switch that could lead to injury and death.  
2 Had Plaintiffs and the Class known this they would either not have purchased their  
3 vehicles at all or would have paid less for them, and would not have retained their  
4 Defective Vehicles. Plaintiffs and the Class have therefore suffered a “loss” because  
5 of the violations of the MCPA complained of herein.  
6

7 118. All of the wrongful conduct alleged herein occurred, and continues to  
8 occur, in the conduct of the Companies’ business.

9 119. Plaintiffs request that this Court: enjoin GM from continuing their  
10 unfair, unlawful, and/or deceptive practices; provide to Plaintiffs and each Class  
11 recover either their actual damages as the result of GM’s unfair, unlawful and  
12 deceptive trade practices, or \$250 per Class member, whichever is higher, award  
13 reasonable attorneys’ fees, and provide other appropriate relief under Mich. Comp.  
14 L. Ann. § 445.911.  
15

16 120. Plaintiffs acknowledge that, on its face, the MCPA purports to (i)  
17 deprive non-residents of bringing class (but not individual) actions under the MCPA;  
18 and (ii) allows individuals (but not class members) the ability to recover a penalty of  
19 \$250 per person if that amount is greater than their actual damages. After the United  
20 States Supreme Court’s decision, in *Shady Grove Orthopedic Ass., P.A. v. Allstate*  
21 *Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions imposed in class  
22 actions (but not in individual actions) are trumped and superseded by Fed. R. Civ. P.  
23 23, which imposes no such restrictions.  
24  
25  
26  
27  
28

**SECOND CAUSE OF ACTION**

**FRAUDULENT CONCEALMENT**

121. Plaintiffs and the Class incorporate by reference each preceding and paragraph as though fully set forth at length herein.

122. This claim is brought on behalf of the nationwide Class.

123. GM concealed and suppressed material facts concerning the ignition switch defects, and GM also has successor liability for the acts of concealment and oppression of Old GM as set forth above.

124. The Companies had a duty to disclose the ignition switch defects because they were known and/or accessible only to the Companies who had superior knowledge and access to the facts, and the Companies knew they were not known to or reasonably discoverable by Plaintiffs and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with appropriate safeguards is a material safety concern.

125. The Companies actively concealed and/or suppressed these material facts, in whole or in part, to protect their profits and avoid a costly recall, and they did so at the expense of Plaintiffs and the Class.

126. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Class and conceal material information regarding the defects that exist in the Defective Vehicles and other GM vehicles.



1           127. Plaintiffs and the Class were unaware of these omitted material facts  
2 and would not have acted as they did if they had known of the concealed and/or  
3 suppressed facts. Plaintiffs and the Class's actions were justified. The Companies  
4 were in exclusive control of the material facts and such facts were not known to the  
5 public, Plaintiffs, or the Class.

6  
7           128. Because of the concealment and/or suppression of the facts, Plaintiffs  
8 and the Class sustained damage as they purchased and retained vehicles that are now  
9 diminished in value from what they would have been had the Companies timely  
10 disclosed the ignition switch defects.

11           129. The Companies' acts were done maliciously, oppressively, deliberately,  
12 with intent to defraud, and in reckless disregard of Plaintiffs and the Class's rights  
13 and well-being to enrich the Companies. The Companies' conduct warrants an  
14 assessment of punitive damages in an amount sufficient to deter such conduct in the  
15 future, which amount is to be determined according to proof.

16  
17                           **THIRD CAUSE OF ACTION**

18                           **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**

19                           **(Cal. Civ. Code § 1750, *et seq.*)**

20  
21           130. Plaintiffs incorporate by reference each preceding and succeeding  
22 paragraph as though fully set forth at length herein.

23           131. Plaintiffs assert this claim for violation of the California Consumer  
24 Legal Remedies Act ("CLRA") against GM on behalf of members of the California  
25 Subclass.

26  
27           132. GM is a "person" under Cal. Civ. Code § 1761(c).

1           133. Plaintiffs and the members of the California Subclass are “consumers,”  
2 as defined by Cal. Civil Code § 1761(d), who purchased or leased one or more  
3 Defective Vehicles.

4           134. GM engaged in unfair or deceptive acts or practices that violated the  
5 Consumer Legal Remedies Act (“CLRA”), Cal. Civil Code § 1750, *et seq.*, as  
6 described above and below.  
7

8           135. Under the TREAD Act, 49 U.S.C. §§ 30101 *et seq.*, and its  
9 accompanying regulations, if a manufacturer learns that a vehicle contains a defect  
10 and that defect is related to motor vehicle safety, the manufacturer must disclose the  
11 defect. 49 U.S.C. § 30118(c)(1) & (2).  
12

13           136. In acquiring Old GM, GM expressly assumed the obligations to make  
14 all required disclosures under the TREAD Act.

15           137. GM also has successor liability for the deceptive and unfair acts and  
16 omissions of Old GM.

17           138. Under the TREAD Act, if it is determined that the vehicle is defective,  
18 the manufacturer must promptly notify vehicle owners, purchasers and dealers of the  
19 defect and remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).  
20

21           139. Under the TREAD Act, manufacturers must also file a report with  
22 NHTSA within five working days of discovering “a defect in a vehicle or item of  
23 equipment has been determined to be safety related, or a noncompliance with a  
24 motor vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) &  
25 (b). At a minimum, the report to NHTSA must include: the manufacturer’s name;  
26 the identification of the vehicles or equipment containing the defect, including he  
27 make, line, model year and years of manufacturing; a description of the basis for  
28

1 determining the recall population; how those vehicles differ from similar vehicles  
2 that the manufacturer excluded from the recall; and a description of the defect. 49  
3 C.F.R. § 276.6(b), (c)(1), (c)(2), & (c)(5).

4 140. The manufacturer must also promptly inform NHTSA regarding: the  
5 total number of vehicles or equipment potentially containing the defect; the  
6 percentage of vehicles estimated to contain the defect; a chronology of all principal  
7 events that were the basis for the determination that the defect related to motor  
8 vehicle safety, including a summary of all warranty claims, field or service reports,  
9 and other information, with its dates of receipt; and a description of the plan to  
10 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

11 141. The TREAD Act provides that any manufacturer who violates 49  
12 U.S.C. § 30166 must pay a civil penalty to the U.S. Government. The current  
13 penalty “is \$7,000 per violation per day,” and the maximum penalty “for a related  
14 series of daily violations is \$17,350,000.” 49 C.F.R. § 578.6(c).

15 142. From at least 2001, Old GM had knowledge of the ignition switch  
16 defect, but hid the problem for the remainder of its existence until 2009.

17 143. From its creation on July 10, 2009, GM knew of the ignition switch  
18 problem because of the knowledge of Old GM and continuous reports up until the  
19 present.

20 144. GM admits the defect in the ignition switch has been linked to at least  
21 twelve accident- related fatalities. But other sources have reported that hundreds of  
22 deaths and serious injuries are linked the faulty ignition switches to over 300 deaths.

1           145. Despite being aware of the ignition switch defects ever since its creation  
2 on July 10, 2009, GM waited until February 7, 2014, before finally sending a letter  
3 to NHTSA confessing its knowledge of the ignition switch defects which could  
4 cause the vehicles to lose power, and in turn cause the airbags not to deploy. GM  
5 initially identified two vehicle models, along with the corresponding model years,  
6 affected by the defect -- the 2005-2007 Chevrolet Cobalt and the 2007 Pontiac G5.  
7 On February 25, GM amended its letter to include four additional vehicles, the 2006-  
8 2006 Chevrolet HHR, 2006-2007 Pontiac Solstice, 2003-2007 Saturn Ion, and the  
9 2007 Saturn Sky.  
10

11           146. By failing to disclose and by actively concealing the ignition switch  
12 defect, and by selling vehicles while violating the TREAD Act and other conduct as  
13 alleged herein, Old GM and GM both engaged in deceptive business practices  
14 prohibited by the CLRA, Cal. Civil Code § 1750, et seq.  
15

16           147. Both Old GM and GM failed for many years to inform NHTSA about  
17 known defects in the Defective Vehicles' ignition system. Consequently, the public,  
18 including Plaintiff and the California Subclass, received no notice of the ignition  
19 switch defects, that the defect could disable multiple electrical functions including  
20 power steering and power brakes, or that the defect could cause the airbags not to  
21 deploy in an accident.  
22

23           148. GM knew that the ignition switch had a defect that could cause a  
24 vehicle's engine to lose power without warning, and that when the engine lost power  
25 there was a risk that electrical functions would fail and that the airbags would not  
26 deploy. Yet GM failed to inform NHTSA or warn Plaintiff or the public about these  
27 inherent dangers despite having a duty to do so.  
28

1           149. Old GM and GM owed Plaintiffs and the California Subclass a duty to  
2 comply with the TREAD Act and disclose the defective nature of Defective  
3 Vehicles, including the ignition switch defect and accompanying loss of power and  
4 failure of the airbags to deploy, because Old GM and GM:

- 5           a. Possessed exclusive knowledge of the ignition switch defects rendering  
6 the Defective Vehicles inherently more dangerous and unreliable than  
7 otherwise similar vehicles; and  
8           b. Intentionally concealed the hazardous situation with Defective Vehicles  
9 by failing to comply with the TREAD Act and disclosing the ignition  
10 switch defects.  
11

12           150. Defective Vehicles equipped with the faulty ignition switch pose an  
13 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, and other  
14 motorists, because they are susceptible to sudden loss of power resulting in the loss  
15 of power steering and power breaks and failure of the airbags to deploy.

16           151. Old GM's and GM's unfair or deceptive acts or practices were likely to  
17 and did in fact deceive reasonable consumers, including Plaintiffs, about the true  
18 safety and reliability of Defective Vehicles.  
19

20           152. Because of their violations of the CLRA detailed above, Old GM and  
21 GM caused actual damage to Plaintiffs and, if not stopped, will continue to harm  
22 Plaintiffs and the California Subclass. Plaintiffs and the California Subclass  
23 members currently own or lease Defective Vehicles that are defective and inherently  
24 unsafe. These violations caused the diminution in value of Plaintiffs' vehicles which  
25 are now worth less than they would have been without the ignition switch defects.  
26 Had Old GM timely disclosed the defect, Plaintiffs would either not have purchased  
27  
28

1 the Defective Vehicle at all, or would have paid less for the Defective Vehicle.  
2 Plaintiffs and the Class did not receive the benefit of their bargain which was for a  
3 safe vehicle free of serious safety defects.

4 153. Had GM timely disclosed the ignition switch defects, the issue would  
5 have been resolved years ago and the value of Plaintiffs' Defective Vehicles would  
6 not now be diminished.

7  
8 154. Plaintiffs and the Class face the risk of irreparable injury as a result of  
9 GM's acts and omissions in violation of the CLRA, and these violations present a  
10 continuing risk to Plaintiff and to the general public.

11 155. Under Cal. Civ. Code § 1780(a), Plaintiffs and the Class seek monetary  
12 relief against GM measured as the diminution of the value of their vehicles caused  
13 by Old GM's and GM's violations of the CLRA as alleged herein.

14  
15 156. Under Cal. Civ. Code § 1780(b), Plaintiffs seek an additional award  
16 against GM of up to \$5,000 for each class member who qualifies as a "senior  
17 citizen" or "disabled person" under the CLRA. Old GM and GM knew or should  
18 have known that their conduct was directed to one or more California Subclass  
19 members who are senior citizens or disabled persons. Old GM and GM's conduct  
20 caused one or more of these senior citizens or disabled persons to suffer a substantial  
21 loss of property set aside for retirement or for personal or family care and  
22 maintenance, or assets essential to the health or welfare of the senior citizen or  
23 disabled person. One or more California Subclass members who are senior citizens  
24 or disabled persons are substantially more vulnerable to Old GM and GM's conduct  
25 because of age, poor health or infirmity, impaired understanding, restricted mobility,  
26  
27  
28

1 or disability, and each of them suffered substantial physical, emotional, or economic  
2 damage resulting from Old GM's and GM's conduct.

3 157. Plaintiffs also seek punitive damages against GM because it carried out  
4 reprehensible conduct with willful and conscious disregard of the rights and safety of  
5 others, subjecting Plaintiffs and the California Subclass to potential cruel and unjust  
6 hardship as a result. First Old GM and then GM intentionally and willfully concealed  
7 and failed to inform NHTSA of the unsafe and unreliable Defective Vehicles,  
8 deceived Plaintiff on life-or-death matters, and concealed material facts that only it  
9 knew, all to avoid the expense and public relations problem of correcting a deadly  
10 flaw in the Defective Vehicles. GM's unlawful conduct constitutes malice,  
11 oppression, and fraud warranting punitive damages under Cal. Civ. Code § 3294.  
12

13  
14 158. Plaintiffs further seek an order enjoining GM's unfair or deceptive acts  
15 or practices, restitution, punitive damages, costs of Court, attorneys' fees under Cal.  
16 Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.

17 159. Finally, California Subclass members who purchased a Defective  
18 Vehicle after July 10, 2009 ("Repurchasers") have a CLRA claim against GM for  
19 failing to disclose the known ignition-switch defect.  
20

21 160. But for GM's deceptive and unfair failure to disclose the ignition switch  
22 defects, the Repurchasers would either not have purchased the Defective Vehicles or  
23 would have paid less for them, entitling them to monetary relief under Cal. Civ.  
24 Code § 1780(a) and punitive damages, for the reasons set forth above.

25 161. Plaintiffs will include submit a declaration showing that venue in this  
26 District is proper, to the extent that it is required by Cal. Civ. Code § 1780(d).  
27  
28



1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

3 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

4 162. Plaintiffs incorporate by reference each preceding and succeeding  
5 paragraph as though fully set forth at length herein.

6 163. Plaintiffs and the California Subclass assert this claim for violations of  
7 California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §§ 17200, *et seq.*,  
8 on behalf of the California Subclass.  
9

10 164. California Business and Professions Code section 17200 prohibits any  
11 "unlawful, unfair, or fraudulent business act or practices." GM has engaged in  
12 unlawful, fraudulent, and unfair business acts and practices in violation of the UCL,  
13 and also has successor liability for the unlawful, fraudulent and unfair business acts  
14 and practices of Old GM.  
15

16 165. Both Old GM and GM violated the unlawful prong of section 17200 by  
17 their violations of the Consumer Legal Remedies Act, Cal. Civil Code § 1750, *et*  
18 *seq.*, as set forth in Count III by the acts and practices set forth in this Complaint.

19 166. Both Old GM and GM also violated the unlawful prong because they  
20 engaged in business acts or practices that are unlawful because they violate the  
21 TREAD Act, 49 U.S.C. §§ 30101 *et seq.*, and its regulations.  
22

23 167. Old GM and GM violated the TREAD Act when they failed to timely  
24 inform NHTSA of the ignition switch defects and allowed cars to be sold with these  
25 defects.  
26  
27  
28

1           168. Old GM and GM violated the unfair and fraudulent prong of section  
2 17200 because in omitting to inform NHTSA about a defect affecting the safety and  
3 reliability of its vehicles, the Companies engaged in conduct that was likely to  
4 deceive reasonable owners into believing that the vehicles were safe and reliable.  
5 The information that should have been disclosed to NHTSA about the faulty ignition  
6 switch would be material to a reasonable consumer.  
7

8           169. Old GM and GM also violated the unfair prong of section 17200  
9 because the acts and practices set forth in the Complaint, including the manufacture  
10 and sale of vehicles with an ignition switch defect, and the Companies' failure to  
11 adequately disclose the defect to NHTSA and implement a remedy, offend  
12 established public policy, and because the harm the Companies caused consumers  
13 greatly outweighs any benefits associated with those practices. The Companies'  
14 conduct has also impaired competition within the automotive vehicles market and  
15 has prevented Plaintiffs and the California Subclass from making fully informed  
16 decisions about whether to lease, purchase and/or retain Defective Vehicles.  
17

18           170. While Old GM knew of the ignition switch defects by 2001, it  
19 continued to design, manufacture and market the Defect Vehicles until 2007. All the  
20 while, Old GM knew that the vehicles had an unreasonable propensity to shut down  
21 during ordinary driving conditions, leading to an unreasonable risk of serious bodily  
22 injury or death.  
23

24           171. Plaintiffs and the California Subclass have suffered an injury, including  
25 the loss of money or property, because of GM's unfair, unlawful and/or deceptive  
26 practices. Old GM and GM failed to inform NHTSA, and therefore failed to inform  
27 consumers, that its vehicles had a defective ignition switch that could lead to injury  
28

1 and death. Had Plaintiffs and the California subclass known this they would either  
2 not have purchased their vehicles at all or would have paid less for them, and would  
3 not have retained their Defective Vehicles.

4 172. All of the wrongful conduct alleged herein occurred, and continues to  
5 occur, in the conduct of the Companies' business. The Companies' wrongful  
6 conduct is part of a pattern or generalized course of conduct that is still perpetuated  
7 and repeated, both in California and nationwide.

8 173. Plaintiffs and the California Subclass have suffered an injury, including  
9 the loss of money or property, due to GM's unfair, unlawful and/or deceptive  
10 practices.

11 174. Plaintiffs request that this Court enter such orders or judgments as may  
12 be necessary, including a declaratory judgment that GM has violated the UCL; an  
13 order enjoining GM from continuing its unfair, unlawful, and/or deceptive practices;  
14 an order and judgment restoring to the California Subclass members any money lost  
15 as the result of GM's unfair, unlawful and deceptive trade practices, including  
16 restitution and disgorgement of any profits GM received as a result of its unfair,  
17 unlawful and/or deceptive practices, as provided in Cal. Bus. & Prof. Code § 17203,  
18 Cal Civ. Proc. § 384 and Cal. Civ. Code § 3345; and for such other relief set forth  
19 below.

20 175. Finally, California Subclass members who purchased a Defective  
21 Vehicle after July 10, 2009 (the Repurchasers) have a UCL claim against GM for  
22 failing to disclose the known ignition-switch defect.

1           176. But for GM’s deceptive and unfair failure to disclose the ignition switch  
2 defects, the Repurchasers would either not have purchased the Defective Vehicles or  
3 would have paid less for them, entitling them to orders or judgments to: enjoin GM  
4 from continuing its unfair, unlawful, and/or deceptive practices; and/or restore to the  
5 Repurchasers any money lost as the result of GM’s unfair, unlawful and deceptive  
6 trade practices, as provided in Cal. Bus. & Prof. Code § 17203, Cal Civ. Proc. § 384  
7 and Cal. Civ. Code § 3345.  
8

9                                   **FIFTH CAUSE OF ACTION**  
10                   **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT**  
11                   **FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
12                   **(CALIFORNIA “LEMON LAW”)**  
13                   **(Cal. Civ. Code §§ 1791.1 & 1792)**

14           177. Plaintiffs repeat and reallege the preceding paragraphs as if fully set  
15 forth herein.

16           178. This claim is brought on behalf of the California Subclass.

17           179. Plaintiffs and California Class members who purchased or leased the  
18 Defective Vehicles in California are “buyers” within the meaning of Cal. Civ. Code  
19 § 1791(b).

20           180. The Defective Vehicles are “consumer goods” within the meaning of  
21 Civ. Code § 1791(a).

22           181. Old GM was a “manufacturer” of the Class Vehicles within the meaning  
23 of Cal. Civ. Code § 1791(j), and, in purchasing Old GM, GM expressly assumed  
24 liability and responsibility for “payment of all [Old GM’s] Liabilities arising under  
25 ....Lemon Laws,” including California’s Lemon Law, the Song-Beverly Act.  
26  
27  
28

1           182. Old GM impliedly warranted to Plaintiffs and the California Subclass  
2 that its Defective Vehicles were “merchantable” within the meaning of Cal. Civ.  
3 Code §§ 1791.1(a) & 1792, however, the Defective Vehicles do not have the quality  
4 that a buyer would reasonably expect, and were therefore not merchantable.

5  
6           183. Cal. Civ. Code § 1791.1(a) states:

7                   “Implied warranty of merchantability” or “implied  
8 warranty that goods are merchantable” means that the  
9 consumer goods meet each of the following:

- 10                   (1) Pass without objection in the trade under the contract  
11 description.  
12                   (2) Are fit for the ordinary purposes for which such  
13 goods are used.  
14                   (3) Are adequately contained, packaged, and labeled.  
15                   (4) Conform to the promises or affirmations of fact  
16 made on the container or label.

17           184. The Defective Vehicles would not pass without objection in the  
18 automotive trade because of the ignition switch defects that cause the Defective  
19 Vehicles to inadvertently shut down during ordinary driving conditions, leading to an  
20 unreasonable likelihood of accident and an unreasonable likelihood that such  
21 accidents would cause serious bodily harm or death to vehicle occupants.

22           185. Because of the ignition switch defects, the Defective Vehicles are not  
23 safe to drive and thus not fit for ordinary purposes.

24           186. The Defective Vehicles are not adequately labeled because the labeling  
25 fails to disclose the ignition switch defects and does not advise Class members to  
26 avoid attaching anything to their vehicle key rings. Old GM and GM failed to warn  
27 about the dangerous safety defects in the Defective Vehicles.  
28

1 187. GM breached the implied warranty of merchantability by manufacturing  
2 and selling Defective Vehicles containing defects leading to the sudden and  
3 unintended shut down of the vehicles during ordinary driving conditions. These  
4 defects have deprived Plaintiffs and the California Subclass of the benefit of their  
5 bargain and have caused the Defective Vehicles to depreciate in value.  
6

7 188. As a direct and proximate result of GM's breach of its duties under  
8 California's Lemon Law, California Subclass members received goods whose  
9 dangerous condition substantially impairs their value to California Subclass  
10 members. Plaintiffs and the California Subclass have been damaged by the  
11 diminished value of GM's products, the products' malfunctioning, and the nonuse of  
12 their Defective Vehicles.  
13

14 189. Under Cal. Civ. Code §§ 1791.1(d) & 1794, California Subclass  
15 members are entitled to damages and other legal and equitable relief including, at  
16 their election, the purchase price of their Defective Vehicles, or the overpayment or  
17 diminution in value of their Defective Vehicles.  
18

19 190. Under Cal. Civ. Code § 1794, California Subclass members are entitled  
20 to costs and attorneys' fees.  
21

## 22 **IX. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs, individually and on behalf all others similarly  
24 situated, respectfully request that this Court enter a judgment against GM and in  
25 favor of Plaintiff and the Class, and grant the following relief:  
26

27 A. Determine that this action may be maintained as a Class action and  
28 certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims

1 that are appropriately certified; and designate and appoint Plaintiff as Class and  
2 Subclass Representatives and Plaintiffs' chosen counsel as Class Counsel;

3 B. Declare, adjudge and decree the conduct of GM as alleged herein to be  
4 unlawful, unfair and/or deceptive, and enjoin any such future conduct;

5 C. Award Plaintiffs and Class members actual, compensatory damages, or,  
6 in the alternative, statutory damages, as proven at trial;

7 D. Alternatively, if elected by Plaintiffs and the Subclass, require GM to  
8 repair the defective ignition switches or provide a comparable vehicle that does not  
9 have ignition switch defects;

10 E. Award Plaintiffs and the California Subclass restitution of all monies  
11 paid to Old GM because of GM's violation of the UCL, the CLRA and the Song-  
12 Beverly Act;

13 F. Award Plaintiffs and the Class members exemplary damages in such  
14 amount as proven;

15 G. Award Plaintiffs and the Class members their reasonable attorneys'  
16 fees, costs, and pre-judgment and post-judgment interest; and

17 H. Award Plaintiffs and the Class members such other further and different  
18 relief as case may require or as determined to be just, equitable, and proper by this  
19 Court.

## 20 **X. JURY TRIAL DEMAND**

21 Plaintiffs request a trial by jury on the legal claims, as set forth herein.  
22  
23  
24  
25  
26  
27  
28



1 Dated: March 31, 2014

Respectfully submitted,

2 By: /s/ Mark P. Robinson, Jr.

Mark P. Robinson, Jr.

3 Mark P. Robinson, Jr., Bar No. 054426

4 *mrobinson@rcrlaw.net*

ROBINSON, CALCAGNIE & ROBINSON

5 620 Newport Center Drive, 7th Floor

Newport Beach, CA 92660

6 Telephone: (949) 720-1288

7 Facsimile: (949) 720-1292

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Consuelo B. Marshall and the assigned  
Magistrate Judge is Douglas F. McCormick.

The case number on all documents filed with the Court should read as follows:

SACV14-00485 CBM (DFMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of  
California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

March 31, 2014

Date

By Lori Wager  
Deputy Clerk

---

NOTICE TO COUNSEL

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is  
filed, a copy of this notice must be served on all plaintiffs).*

**Subsequent documents must be filed at the following location:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Western Division<br>312 N. Spring Street, G-8<br>Los Angeles, CA 90012 | <input type="checkbox"/> Southern Division<br>411 West Fourth St., Ste 1053<br>Santa Ana, CA 92701 | <input type="checkbox"/> Eastern Division<br>3470 Twelfth Street, Room 134<br>Riverside, CA 92501 |
|--|--|---|

**Failure to file at the proper location will result in your documents being returned to you.**

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

CENTRAL District of CALIFORNIA

TELESO SATELE and CARLOTA ONOFRE,  
individually and on behalf of all others similarly  
situated,

\_\_\_\_\_  
*Plaintiff(s)*

v.

GENERAL MOTORS LLC,

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

**SACV14-00485 CBM (DFMx)**

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

General Motors LLC  
300 Renaissance Ctr.  
Detroit, MI 48265-0001

A lawsuit has been filed against you.

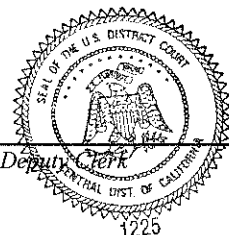
Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Mark P. Robinson, Jr. (SBN 054426)  
Scot D. Wilson (SBN 223367)  
ROBINSON CALCAGNIE ROBINSON SHAPIRO DAVIS, INC.  
19 Corporate Plaza  
Newport Beach, CA 92660  
(949) 720-1288

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 3-31-14

Lori Wagers  
Signature of Clerk or Deputy Clerk  
LORI WAGERS



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

|   |  |
|---|--|
| <b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )<br>TELESO SATELE and CARLOTA ONOFRE, individually and on behalf of all others similarly situated   | <b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )                                  |
| <b>(b) County of Residence of First Listed Plaintiff</b> <u>Orange</u><br>(EXCEPT IN U.S. PLAINTIFF CASES)  | <b>County of Residence of First Listed Defendant</b> _____<br>(IN U.S. PLAINTIFF CASES ONLY)                               |
| <b>(c) Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.<br>Mark P. Robinson, Jr., Scot D. Wilson<br>Robinson Calcagnie Robinson Shapiro Davis, Inc. Tel: 949-720-1288<br>19 Corporate Plaza, Newport Beach, CA 92660 | <b>Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information. |

| <b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)<br><input type="checkbox"/> 1. U.S. Government Plaintiff<br><input type="checkbox"/> 2. U.S. Government Defendant<br><input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)<br><input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III) | <b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> -For Diversity Cases Only<br>(Place an X in one box for plaintiff and one for defendant) <table border="1"><thead><tr><th></th><th>PTF</th><th>DEF</th><th></th><th>PTF</th><th>DEF</th></tr></thead><tbody><tr><td>Citizen of This State</td><td><input checked="" type="checkbox"/> 1</td><td><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td><input type="checkbox"/> 4</td><td><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td><input type="checkbox"/> 2</td><td><input checked="" type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td><input type="checkbox"/> 5</td><td><input type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td>Foreign Nation</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></tbody></table> |                                       | PTF   | DEF                        |                            | PTF | DEF | Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
|--|--|---------------------------------------|---|----------------------------|----------------------------|-----|-----|-----------------------|---------------------------------------|----------------------------|---|----------------------------|----------------------------|--------------------------|----------------------------|---------------------------------------|---|----------------------------|----------------------------|---|----------------------------|----------------------------|----------------|----------------------------|----------------------------|
|  | PTF  | DEF                                   |   | PTF                        | DEF                        |     |     |                       |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                            |   |                            |                            |                |                            |                            |
| Citizen of This State  | <input checked="" type="checkbox"/> 1  | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |     |     |                       |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                            |   |                            |                            |                |                            |                            |
| Citizen of Another State   | <input type="checkbox"/> 2   | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |     |     |                       |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                            |   |                            |                            |                |                            |                            |
| Citizen or Subject of a Foreign Country  | <input type="checkbox"/> 3   | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |     |     |                       |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                            |   |                            |                            |                |                            |                            |

**IV. ORIGIN** (Place an X in one box only.)  
☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ 5,000,000+

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
State law claims subject to 28 U.S.C. Section 1332(a) and (d)

**VII. NATURE OF SUIT** (Place an X in one box only.)

| OTHER STATUTES  | CONTRACT  | REAL PROPERTY CONT.  | IMMIGRATION   | PRISONER PETITIONS   | PROPERTY RIGHTS  |
|---|---|--|---|--|--|
| <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce/ICC Rates/Etc.<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Info. Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes | <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)<br><input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise<br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property<br><b>TORTS</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Fed. Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury-Med Malpractice<br><input type="checkbox"/> 365 Personal Injury-Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions<br><b>TORTS</b><br><input checked="" type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability<br><b>BANKRUPTCY</b><br><input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 American with Disabilities-Employment<br><input type="checkbox"/> 446 American with Disabilities-Other<br><input type="checkbox"/> 448 Education | <b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus/Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee Conditions of Confinement<br><b>FORFEITURE/PENALTY</b><br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt. Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Ret. Inc. Security Act | <input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405 (g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405 (g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS-Thrd Party 26 USC 7609 |

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

|   |   |  |                                     |
|---|---|--|-------------------------------------|
| <b>Question A: Was this case removed from state court?</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX. | <b>STATE CASE WAS PENDING IN THE COUNTY OF:</b>                     |  | <b>INITIAL DIVISION IN CACD IS:</b> |
|   | <input type="checkbox"/> Los Angeles                                |  | Western                             |
|   | <input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo |  | Western                             |
|   | <input type="checkbox"/> Orange                                     |  | Southern                            |
|   | <input type="checkbox"/> Riverside or San Bernardino                |  | Eastern                             |

|  |  |   |                                     |
|--|--|---|-------------------------------------|
| <b>Question B: Is the United States, or one of its agencies or employees, a party to this action?</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX. | <b>If the United States, or one of its agencies or employees, is a party, is it:</b> |   | <b>INITIAL DIVISION IN CACD IS:</b> |
|  | <b>A PLAINTIFF?</b>  | <b>A DEFENDANT?</b>   |                                     |
|  | Then check the box below for the county in which the majority of DEFENDANTS reside.  | Then check the box below for the county in which the majority of PLAINTIFFS reside. |                                     |
|  | <input type="checkbox"/> Los Angeles   | <input type="checkbox"/> Los Angeles  | Western                             |
|  | <input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo                  | <input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo                 | Western                             |
|  | <input type="checkbox"/> Orange  | <input type="checkbox"/> Orange   | Southern                            |
|  | <input type="checkbox"/> Riverside or San Bernardino                                 | <input type="checkbox"/> Riverside or San Bernardino                                | Eastern                             |
| <input type="checkbox"/> Other   | <input type="checkbox"/> Other   | Western   |                                     |

| <b>Question C: Location of plaintiffs, defendants, and claims?</b><br>(Make only one selection per row) | <b>A</b><br>Los Angeles County | <b>B</b><br>Ventura, Santa Barbara, or San Luis Obispo Counties | <b>C</b><br>Orange County           | <b>D</b><br>Riverside or San Bernardino Counties | <b>E</b><br>Outside the Central District of California | <b>F</b><br>Other                   |
|---|--------------------------------|---|-------------------------------------|--|--|-------------------------------------|
| Indicate the location in which a majority of plaintiffs reside:   | <input type="checkbox"/>       | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | <input type="checkbox"/>                         | <input type="checkbox"/>                               | <input type="checkbox"/>            |
| Indicate the location in which a majority of defendants reside:   | <input type="checkbox"/>       | <input type="checkbox"/>  | <input type="checkbox"/>            | <input type="checkbox"/>                         | <input checked="" type="checkbox"/>                    | <input type="checkbox"/>            |
| Indicate the location in which a majority of claims arose:  | <input type="checkbox"/>       | <input type="checkbox"/>  | <input type="checkbox"/>            | <input type="checkbox"/>                         | <input type="checkbox"/>                               | <input checked="" type="checkbox"/> |

|  |  |
|--|--|
| <b>C.1. Is either of the following true? If so, check the one that applies:</b><br><br><input type="checkbox"/> 2 or more answers in Column C<br><input checked="" type="checkbox"/> only 1 answer in Column C and no answers in Column D<br><br>Your case will initially be assigned to the SOUTHERN DIVISION.<br>Enter "Southern" in response to Question D, below.<br><br>If none applies, answer question C.2 to the right. <b>→</b> | <b>C.2. Is either of the following true? If so, check the one that applies:</b><br><br><input type="checkbox"/> 2 or more answers in Column D<br><input type="checkbox"/> only 1 answer in Column D and no answers in Column C<br><br>Your case will initially be assigned to the EASTERN DIVISION.<br>Enter "Eastern" in response to Question D, below.<br><br>If none applies, go to the box below. <b>↓</b> |
| Your case will initially be assigned to the WESTERN DIVISION.<br>Enter "Western" in response to Question D below.  |  |

|  |                                 |
|--|---------------------------------|
| <b>Question D: Initial Division?</b>   | <b>INITIAL DIVISION IN CACD</b> |
| Enter the initial division determined by Question A, B, or C above: <b>→</b> | SOUTHERN DIVISION               |



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

**IX(a). IDENTICAL CASES:** Has this action been previously filed **in this court** and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

**IX(b). RELATED CASES:** Have any cases been previously filed **in this court** that are related to the present case? ☐ NO ☒ YES

If yes, list case number(s): 8:14-cv-00424-JVS-AN

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY**

**(OR SELF-REPRESENTED LITIGANT):** /s/ Mark P. Robinson, Jr.

**DATE:** March 31, 2014

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

| Nature of Suit Code | Abbreviation | Substantive Statement of Cause of Action   |
|---------------------|--------------|--|
| 861                 | HIA          | All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b)) |
| 862                 | BL           | All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)  |
| 863                 | DIWC         | All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))  |
| 863                 | DIWW         | All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))   |
| 864                 | SSID         | All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.  |
| 865                 | RSI          | All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))   |